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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

MAERSK LINE/MSC
CARIBBEAN SPACE CHARTER
AGREEMENT
FMC Agreement No. 012172-001
First Revised Page No. 2

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Maersk Line shall charter to MSC, and MSC shall purchase from Maersk Line on a whether used or not basis, space on a weekly basis for the movement of (a) 300 TEU/3,600 MT (whichever is used first) per round trip in the Trade; and (b) 50 TEU/600 MT (whichever is used first) per week from Caucedo to San Juan. MSC's allocation shall include 50 reefer plugs on a used only basis. Maersk Line shall provide slots and guarantee the availability of such space or weight to MSC. The Parties are authorized to discuss and agree on the terms and conditions applicable to the sale and purchase of space, including the amount of slot charter hire. Additional slots may be chartered to MSC on an *ad hoc* basis, subject to space availability.

5.2 (a) MSC shall not sub-charter or otherwise sell any space received hereunder to any ocean common carrier without the prior written consent of Maersk Line. Should MSC at any time require additional slots in the Trade in excess of those provided for herein on either a long term or *ad hoc* basis, Maersk Line shall have a right of first refusal to provide such additional slots, fully or partly, to MSC. For any such additional slots that Maersk is unable to offer MSC, MSC may enter into a space or slot charter agreement, rationalization, or other cooperative containership arrangement with any other operator in the Trade.

(b) IMO cargo is permitted, subject to MSC following Maersk Line's procedures and the availability of appropriate space for the cargo. There is no additional charge for IMO cargo. Breakbulk and out-of-gauge cargo may be carried

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